

Contractor, whichever is later. **This** time limit may be extended by mutual agreement of the parties. The Contractor, within ten (10) Days of the receipt of the decision by the Authority shall accept or reject the decision in writing. If the Contractor neither accepts nor rejects the decision of the Authority **within** ten (10) Days, the dispute will be considered withdrawn from the administrative process. **There** will be no further administrative remedy.

17.2.5 If the Contractor **rejects** in writing the decision of the Authority, there **is** no further automatic administrative review of the dispute. Within fifteen (15) Days after issuance of a Certificate of Acceptance for a School Facility, the Contractor may request in writing that **any or** all outstanding Claims regarding that Facility which any or all Claims that have been processed through Step Two of the dispute resolution process and that were neither withdrawn **nor** considered withdrawn from the process be submitted to Step Three, non-binding mediation. Such request shall be sent to the person designated in the Contract Documents. No dispute will proceed automatically to Step Three and the Contractor **must** make a specific written request that the dispute be elevated to Step Three for review. **Step** Three review will not be available until after the issuance of a Certificate of Acceptance **unless** an earlier time for submission of the dispute to Step Three is agreed to by the Contractor and the Authority. The **cost** of non-binding mediation shall be **shared** equally by the Contractor and the Authority. The **mediator** shall be selected by the Authority, with the **concurrence** of the **Contractor**. The rules for the mediation shall be agreed to by the Authority, the Contractor and the mediator prior to the **start** of the mediation. A failure by the parties to agree on the **rules** for mediation shall end the resolution process.

ARTICLE 18. LEGAL RELATIONS AND MISCELLANEOUS PROVISIONS

18.1 Legal Jurisdiction

This contract shall be governed and interpreted in accordance with the laws of **the State of New Jersey**. The Contractor further agrees, as a distinct and **separate** contract **obligation** in addition to any other **requirements** of the law, to be bound by the terms of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., with regard to the presentation and prosecution of any Claims against **the** Authority.

18.2 Laws to be Observed

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances and regulations and all orders and decrees of **bodies** or tribunals having jurisdiction or Authority, which in any manner affect those engaged **or** employed on the Work, or which in any way **affect** the conduct of **the Work**. The Contractor shall at all times observe and comply with, and shall **cause** its agents and employees to observe **and** comply with, all such laws, ordinances and regulations orders and decrees, and shall **protect** and indemnify the Authority and its representatives against any claim or liability **arising** from or **based** on **the** violation of any such law, ordinance, regulation, **order** or **decree** whether by the **Contractor** or its employees, agents, subcontractors of any tier, suppliers or materialmen. If any **discrepancy** is **discovered** between the Contract Documents and any such law, ordinance, regulation, **order** or decree, **the** Contractor shall immediately report the same to the Authority in writing.

18.3 Permits

Unless otherwise provided in the Contract Documents, **the** Contractor shall **secure** and pay for all **permits** and governmental **fees**, licenses and inspections necessary **for** the proper execution and **completion** of the work

18.4 State Sales Tax

Materials, supplies or ~~services~~ for exclusive use in erecting the ~~structures~~ or buildings or otherwise improving, altering or repairing the School Facilities that are encompassed by this Package ~~are exempt from~~ the State sales tax. Purchases or rentals of equipment are not exempt ~~from~~ any ~~tax~~ under the State Sales Tax Act.

18.5 Assignment of Contract Funds and Claims

The Contractor shall not transfer or assign to any party any contract ~~funds~~, due or to become due, or claims of any nature it ~~has~~ against the Authority, without the written approval of the Authority. The Authority, in sole discretion, considering primarily the interests of the Authority, the State and the Client School District may grant ~~or~~ deny such approval.

18.6 Independent Contractor

The relationship of the Contractor to the Authority is that of an independent contractor, and the Contractor, in accordance with its ~~status as~~ an independent contractor, covenants ~~and agrees~~ that it shall conduct itself consistent with such status, that it shall neither hold itself out ~~as~~ nor claim to be an ~~officer~~ or employee of the Authority by reason hereof. The Contractor shall not, by reason hereof, ~~make~~ any claim, demand, or application to or for any right or privilege applicable to an ~~officer~~ or employee of the Authority, including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage, or retirement ~~membership~~ or credit.

18.7 Third Party Beneficiary Clause

It is specifically agreed between the parties executing the Contract that no provision of the Contract is intended to make the public or any member thereof a ~~third~~ party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for ~~personal~~ injuries or property ~~damage~~ pursuant to the terms or provisions of the Contract.

It is the ~~further~~ intent of the Authority and the Contractor in executing the Contract that no individual, ~~firm~~, corporation, or any combination thereof, that supplies materials, labor, ~~services~~, ~~or~~ equipment to the Contractor for the performance of the ~~Work~~ becomes thereby a third party beneficiary of the Contract.

18.8 Limitation of Liability

Whether as a result of breach of Contract, tort (including negligence.), or otherwise, the Authority will not be liable to the Contractor for any special, ~~consequential~~, incidental, or penal damages including, but not limited to, loss of profit or revenues, loss of ~~rental~~ value for contractor-owned equipment, ~~damages~~ to associated equipment, cost of capital, or interest of any ~~nature~~.

18.9 Affidavit Concerning Gifts to Authority Employees and Agents

The Contractor shall not give any ~~gifts~~ of any nature, nor any gratuity in any form whatsoever, nor loan any money or anything of value to any Authority ~~employee~~ or relative thereof. The Contractor shall not rent or purchase any equipment or supplies of any ~~nature~~ whatsoever from any Authority employee or relative thereof. Similarly, such gifts, gratuities, loans, ~~rentals~~ or purchases shall not be given to or made ~~from~~ any agent of the Authority during the period of time that such agent is ~~performing~~ any function related in any way to the Package. Before receiving ~~final~~ payment, the Contractor shall ~~execute~~, under

oath, any affidavit, on forms provided by ~~the~~ Authority, swearing that the it has given no such prohibited ~~gift~~, gratuities, or ~~loans~~ nor made any such prohibited rentals or purchases.

18.10 Personal Liability of Public Officials.

In carrying out any of the provisions of the Contract, or in exercising any power or authority granted to them by or within the ~~scope~~. of the contract, there shall be no personal liability ~~upon~~ any ~~officer, member~~ of the Board, or employee of the Authority either personally or as officials of the Authority, it being understood that in ail such matters they act solely ~~as~~ agents ~~and~~ representatives of ~~the~~ Authority.

18.11No Waiver of Legal Rights.

Notwithstanding any other provision of the Contract, for a period of three years ~~after~~ Final Acceptance and Completion of a ~~Project~~, all estimates and ~~payments~~ made pursuant to the Contract Documents, including the Certificate of Final Acceptance and Completion and final payment, are subject to correction and adjustment ~~for~~ clerical or other ~~errors~~ in the calculations involved in the ~~determination~~ of the amount of the payments. The Contractor and the Authority agree to pay to the ~~other~~ any ~~sum~~ due under the provisions of this Article, provided, however, if the total sum to be paid is ~~less~~ than \$100, payment will be waived,

A waiver on the part of the Authority of any breach of any part of the Contract is not to be held to be a waiver of any other or subsequent ~~breach~~.

The Contractor, without prejudice to the ~~terms~~ of the Contract, shall be liable to the Authority at any time both before and ~~after~~ Contract Completion for latent defects, ~~fraud~~, ~~such gross~~ mistakes as may amount to fraud, ~~or~~ actions affecting the Authority's rights under any warranty or ~~guarantee~~.

18.12 Recovery ofMonies by the Authority.

Whenever it ~~is~~ provided in the Contract Documents that the Authority is to withhold or deduct money ~~from~~ any monies due or that may become due the Contractor, ~~or~~ that the Contractor is to pay or ~~return~~ monies for any reason, or that the Authority ~~can~~ charge against the Contractor certain ~~costs~~ or assessments, or that Authority can recover any sum for any ~~reason from the Contractor~~, it is understood that the Authority has available to it any monies due or ~~that~~ may become due ~~the~~ Contractor under the Contract and on other contracts between the Contractor ~~and~~ the Authority. ~~Such~~ other contracts shall include joint ventures in which the ~~Contractor~~ is a participant, but only to the ~~extent~~ of its participation. The right to ~~recover~~ against the Contractor ~~as~~ herein provided ~~is~~ in addition to ~~and~~ does not affect the right of the Authority to ~~seek recovery~~ against the Contractor or ~~surety~~ under the Contract, bonds, or as otherwise allowed by the ~~law~~.

18.13 Prevailing Wage

The Contractor ~~and~~ each of its subcontractors ~~shall~~ comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto. The Contractor and its subcontractors shall certify ~~their~~ compliance with this law on forms satisfactory to ~~the~~ Authority prior to receiving payments.

18.14 Patents

If any design, device, material or process ~~covered~~ by ~~letters~~ of patent or ~~copyright~~ is used in the Work, the Contractor shall provide for such ~~use~~ by suitable legal agreement with the patentee or owner. The Contractor shall assume ~~all~~ costs arising ~~from~~ the use of patented ~~materials~~, equipment, ~~devices~~, or

processes used on or incorporated in the Work. The Contractor shall defend, **indemnify, and** save **harmless** the Authority **from** any and all claims for infringement **by** reason of the **use** of any such patented design, device, material, or process, or any trademark or copyright.

18.15 Environmental Protection

The Contractor shall comply with **all** applicable Federal, State and local laws and **regulations** and all conditions of permits controlling protection of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, rivers, wetlands, groundwater, **and** reservoirs with chemicals, fuels, oils, bitumens, or other harmful materials and to prevent pollution of the atmosphere from particulate **and** **gaseous** matter.

18.16 Buy American Requirements

The Contractor shall comply with N.J.S.A. 52:32-1 and N.J.S.A. 52:33-1 et seq., which prohibit the **use** by the Contractor or subcontractor of materials or **farm** products produced and manufactured outside of the United States on any public work.

18.17 Modification

No modification or **amendment** of this Contract or any provision contained therein **shall** be effective **unless** it is in writing and executed by both the Authority and the Contractor.

18.18 Affirmative Action Requirements

During the performance of this Contract, the Contractor **agrees** as follows:

- a. The Contractor or **Subcontractor**, where applicable, will not discriminate against any employee or applicant for employment because of age, **race**, creed, color, national origin, ancestry, **marital** status, sex, or affectional or **sexual** orientation. The Contractor will take **affirmative** action to *ensure* that such applicants **are** recruited and employed, and that employees **are** treated during employment without **regard** to their age, race, **creed**, color, national origin, ancestry, **marital** status, **sex**, or affectional **or** **sexual** orientation. Such action shall include but not be **limited** to the following: employment, upgrading, demotion or transfer, recruitment or recruitment **advertising**, layoff or **termination**, rates of pay or other forms of compensation, **and** selection for training, including apprenticeship. The Contractor **agrees** to post in conspicuous places, available to employees and applicants for employment, Notices to be provided by the Public **Agency** Compliance Officer **setting** forth provisions of **this** nondiscrimination clause.
- h. The Contractor or subcontractor, **where** applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that **all** qualified applicants will receive consideration for employment without regard to age, race, **creed**, color, national origin, ancestry, **marital status**, **sex** or affectional or **sexual** orientation.
- c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it **has** a collective bargaining **agreement** or other contract or understanding, a Notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' **representative** of the Contractor's commitments under **this** act, and shall post copies of the Notice in conspicuous places available to employees **and** applicants for employment.

- d. The Contractor or subcontractor, where applicable, agrees to comply with any and all regulations promulgated by the ~~Treasurer~~ pursuant to N.J.S.A. 105-31 et seq., as amended and supplemented from time to time.
- e. ~~When~~ hiring workers in each construction trade, the Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions (1), (2) and (3), as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 promulgated by the ~~Treasurer~~ pursuant to N.J.S.A. 105-31 et seq. as amended and supplemented from time to time. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
- (1) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three working Days of the Contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under the Contract and in accordance with the regulations promulgated by the ~~Treasurer~~ pursuant to N.J.S.A. 105-31 et seq., as supplemented and amended from time to time. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five working Days prior to the commencement of construction work, the Contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared directly to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (2) below; and the Contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.
 - (2) If the hiring of a work force consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (1) above, or if the Contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
 - (a) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request referral of minority and female workers;

- (b) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
 - (c) Prior to commencement of work, **to** request the local construction trade union, if the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings.
 - (d) To leave standing **requests** for additional **referral** of minority and female workers with the local construction trade union, if the Contractor or subcontractor has a referral agreement or **arrangement** with a union for the construction trade, the State Training and Employment Service and other approved referral **sources** in the **area**, until such time as the work force is consistent with the employment goal.
 - (e) If it is necessary to lay **off** some of the **workers** in a given trade on a Project Site, to **assure**, consistent with the applicable State and **Federal** statute and **court** decisions, that sufficient minority and female employees **remain** on the Site consistent with the employment goal; **and** to employ any minority and female workers so laid **off** by the Contractor on any other Construction **Site** in the **area** on which its work force composition is not consistent with an employment goal established pursuant to N.J.A.C. 1727.
- (3) **To** adhere to the following procedure when minority **and** female workers apply or are referred to the Contractor or Subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower **than** that **required**, the Contractor or subcontractor **shall** determine the qualifications of such individuals, and if the Contractor's or subcontractor's work force in each construction **trade** is not consistent with the applicable employment goal, it shall employ such **persons** which satisfy appropriate qualification standards; provided however, that a Contractor or subcontractor shall determine that the individual at least possesses the **skills** and **experience** **recognized** by any worker's skills **and** experience classification determination which may have **been** made by a Public Agency Compliance **Officer, union**, apprentice program or a referral agency, provided the referral agency is **acceptable** to the Affirmative Action **Office** and provided further that, if **necessary**, the Contractor or subcontractor shall hire minority **and** female workers who qualify **as** trainees pursuant to these **regulations**. All of the requirements of **this** paragraph, however, **are** limited by the provisions of paragraph 3. below.
 - (ii) If the Contractor's or **subcontractor's** work force is consistent with the applicable employment goal, **the name** of said female or minority group individual shall be maintained on a waiting list for the first consideration, in **the** event the Contractor's or subcontractor's work force is no longer consistent with the applicable **employment** goal.
 - (iii) If, for any **reason**, said Contractor or subcontractor determines that a minority individual or a female. is not qualified or if the individual

qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

- (iv) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the Contract and on forms made available by the Affirmative Action Office and shall be submitted promptly to that office upon request.
- (3) The Contractor or subcontractor agrees that nothing contained in the preceding provision (2) shall preclude the Contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (2) without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ minority and female advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total work force for the construction trade, which percentage significantly exceeds the apprentice-to-journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (2), it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.
- (4) The Contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three working Days after signing a construction Contract; and to submit a completed copy of a Monthly Project Manning Report to the Affirmative Action Office and to the public agency compliance officer once a month (by the seventh work day of each month) thereafter for the duration of this Contract. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction Project.
- (5) The Contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

- (6) Provisions (e) and (f) are not required for subcontractors with four or fewer employees in the company or a Contractor which has presented evidence of a federally approved or sanctioned affirmative action program.

ARTICLE 19 WARRANTIES

19.1 The Contractor warrants to the Authority that (1) the Work performed conforms to the Contract requirements and is **free** of any defect of equipment, material or ~~design~~ furnished or workmanship performed by the Contractor or any of its subcontractors, fabricators or suppliers at any tier, (2) ~~materials~~ and equipment furnished under the Contract Documents **are new and** of good quality, and (3) the Project is fit for use for its intended function.

19.2 The Warranties shall commence upon Substantial Completion of a Project **and** continue for one year, **unless** otherwise stated in the Contract Documents. ~~The~~ warranties shall require the Contractor to remedy at its own expense any defect or failure in the Work to meet the requirements of the Contract Documents. In addition, the Contractor shall remedy at its own expense any damage to the School Facility when that damage is the result of the Contractor's failure to conform **to** Contract requirements or to any such defect of equipment, material, workmanship or Contractor furnished design. The Contractor shall **also** restore any ~~Work~~ damaged in fulfilling the terms of this Article. The Contractor's warranty with respect to Work ~~repaired~~ or replaced hereunder shall ~~run~~ for **one** year from the date of ~~repair~~ or replacement.

19.3 The Authority shall have full authority to undertake enforcement of the warranties. Within seven Days of receipt by the Contractor of written notice of a failure of any of the Work to satisfy the Contractor's warranties, the Contractor shall consult with the Authority to determine when and how the Contractor ~~shall~~ remedy such failure; provided however, that in the case of an emergency requiring immediate curative action, the Contractor shall immediately implement such action **as** deemed necessary by either the Contractor or the Authority to correct the emergent condition. If the Contractor does not **use** its best efforts to proceed promptly to meet its warranty obligations ~~or~~ should no agreement be reached within seven **(7) days** (or immediately in the case of an emergency) between the Contractor **and** Authority regarding how to effectuate warranty ~~repairs~~, the Authority, after notice to the Contractor, shall have the right to perform the repairs and the ~~cost~~ thereof shall be borne by the Contractor.

19.4 The Contractor shall obtain from all subcontractors **and** cause to be extended to the Authority, without in any way derogating the Contractor's **own** representations **and** warranties, appropriate warranties, guarantees **and** obligations with respect to design, materials workmanship, equipment, tools and supplies furnished by such subcontractors for ~~periods~~ at least **as co-extensive** in duration with the Contractor's warranties for such work. All such warranties, guarantees and obligations shall be in writing and shall run directly to and be jointly **and** severally enforceable by the Contractor and/or the Authority and their ~~respective~~ **successors** or assigns. The Contractor shall **be** responsible for enforcing such warranties, guarantees and obligations, at its **own expense**, in the name of and ~~on~~ behalf of the Authority if the Authority **so** requests.

19.5 The Contractor's warranties and all subcontractor warranties shall be assignable by the Authority without approval of any Contractor or subcontractor, which assignment shall be effective upon delivery of written notice of the assignment to the Contractor.

19.6 The foregoing warranties **are** in addition to all ~~manufacturer~~ warranties required by the Contract Documents and all rights and ~~remedies~~ available under the Contract Documents or applicable law and shall not limit the Contractor's liability or responsibility imposed by the Contract Documents or applicable law with respect to the **Work**.

SUPPLEMENTARY CONDITIONS

Cabling, Telephone, Network Electronics & Servers E-Rate Contract **Contract #ES-0029-E01**

The following supplements add to the General Conditions. Where any article, paragraph, or subparagraph of the General Conditions is added to, the original provisions of such article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1: CONTRACT COMPONENTS: INTERPRETATION OF CONTRACT DOCUMENTS

1.1 *Add the following sentence ...*

Contract Documents includes, but is not limited to, the following documents:

General Conditions dated **January 16, 2002**

Supplementary Conditions dated November **16, 2004**

PRIME GC CONTRACT (OR) means the contract for the general construction and all other building trades with the exception of the C051 trade that is being procured under the specifications included in this project manual.

1.7 Add the following sentences

The contractor is responsible to maintain the DCA approved drawings and specifications on the jobsite at all times.

ARTICLE 2: THE AUTHORITY

No Changes

ARTICLE 3: THE CONTRACTOR

3.3 *Add the following sentences ...*

The contractor must submit a quality management plans for the Authorities review and approval within **2** weeks of the Notice to Proceed.

3.5 *Delete in its entirety and add the following:*

Schedule: The Contractor shall at all times schedule and direct the Work to provide an orderly progression of the Work to achieve Completion within the time specified in the Contract Documents, including furnishing such employees, materials, facilities, and equipment and working such hours, including extra shifts and overtime hours, out of sequence and phased work **as** may be necessary to achieve the goal, all at the Contractor's own expense.

ARTICLE 4 – TIME: PROGRESS SCHEDULE

4.2 *Add the following sentences..*

Project 1 Mildred B. Garvin MicroSociety ES

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion.

Project 2 Lanaston Hughes ES

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion

Project 3 ES #5

A. Substantial Completion: All school construction projects included under this contract shall be substantially complete **244** calendar days from date of Notice to Proceed.

B. Final Completion: All school construction projects included under this contract shall be finally complete **45** calendar days from date of Substantial Completion

4.4 *Add the following sentences ...*

In addition to their baseline schedule, the contractor shall issue and update a summary schedule in the format of Attachment A (see Supplementary Conditions Section **20** Attachment A.) The contractor must submit this schedule in Microsoft Excel or Primavera P3e format **as** chosen by the Authority.

Updated progress schedules are to be submitted weekly at progress meetings.

Manpower projections and requirements shall be furnished **as** required to maintain the schedule and at the request and determination of the Authority. Skilled manpower shall be increased in order to maintain the project schedule at the direction of the Authority.

The Contractor is responsible to furnish to the Authority and the Prime Contractor a two-week **look ahead** schedule **as** required in advance of the work. Safety issues shall be included in this look ahead schedule.

ARTICLE 5: PROSECUTION AND PROGRESS OF THE WORK

5.1 *Add the following sentences...*

The contractor's duly authorized representative (Project Manager) will participate in all job meetings no less than once a week, for the duration of the contract.

Contractor must supply a competent full time English speaking superintendent also fluent in the native languages of all contractors forces **for** the duration **of** the project; at each school said superintendent will perform in a non-working capacity. The Authority reserves the right to require the immediate replacement of said superintendent for any reason and at the discretion of the Authority.

5.2 *Add the following sentences...*

Alcohol, drugs and weapons shall not be allowed on the jobsite under any circumstances, and shall be cause for immediate expulsion. In addition, only those persons directly involved with the project will be allowed on the site. In no event will minors be admitted to the Construction site.

Anyone under the influence of alcohol or drugs will be immediately and permanently removed from the jobsite.

5.3 *Add the following sentences...*

The contractor will NOT have exclusive use of the site.

Contractor shall include the cost for coordinating their work with other trades working in the same building.

Should question of union jurisdiction arise, the Contractor shall ~~take~~ immediate steps to settle such disputes and ~~shall~~ use such labor ~~as~~ may be determined by union jurisdiction, at no additional cost to owner. Should he fail to take expeditious actions, he will be responsible for any time lost due to delays arising from such disputes.

5.4 Add the following sentences...

The Authority provides building permits ~~as~~ issued by the NJDCA, if required. Any and all other required permits/approvals and the associated costs are the responsibility of the Contractor,

The Authority is responsible for the administration of the Contract. The Authority will decide all questions regarding the quality, acceptability and the rate of progress of the Work; all questions regarding interpretation of the Contract Documents; all questions regarding the acceptable fulfillment of the Contract on the part of the Contractor; and all questions ~~as to~~ compensation.

The Authority will designate a Project Management Firm (PMF) to directly manage the Contract, and the Contractor shall report to this PMF.

5.7 Add the following sentences...

The contractor shall notify the authority in writing 72 hours prior to required inspections from DCA. The contractor shall not directly request any inspection from DCA.

See Attachment C of section **20** for a list of typical DCA project inspections to be used ~~as~~ a guide. This list is only a guide and is not to be construed ~~as~~ the only inspections required. The contractor ~~is~~ responsible to ensure proper DCA inspections are obtained before they proceed with new or added work.

All controlled inspections ~~as~~ may be required ~~are~~ the full responsibility of the Contractor.

5.7.1 Add the following sentences...

The Contractor is to fully cooperate and provide supervision, standby labor, and equipment during all inspections, including providing all required documentation and approved drawings, etc.

During DCA inspections, the contractor is to provide proper supervision, labor and equipment to facilitate the inspection at no additional cost to the contract. Applicable work shall not proceed without the ~~approved~~ DCA inspection.

5.8 Add the following sentences., .

The site and specific work areas must be cleaned daily. If the contractor fails to properly and completely clean up after each shift, the next scheduled shift will be utilized by the PMF ~~to~~ complete the cleaning ~~prior~~ to being allowed to proceed with any contract scopes of works. The contractor is to provide full time dedicated labor forces to provide on-going cleaning. Failure will result in lost time at no additional cost ~~to~~ the contract. In the event outside cleaning services are required, the contractor shall be back charged for the full costs of said services plus the cost of supervision by the Authority.

The work area must be broom swept and all debris must be removed at the end of every shift to the satisfaction of the Authority.

5.9 Add the following sentences...

The contractor is responsible to maintain all submitted shop drawings on the jobsite at all times. These submittals should be filed by specification number and review status.

5.12 Add the following sentences...

This Contractor will be responsible for hoisting of its material and equipment. Only approved systems meeting applicable safety standards shall be used. Prior notification is required before new hoisting equipment is delivered to the site for use.

Storage of Contractor's material/equipment in and around the site will be at the discretion of the Authority. The site equipment, vehicles and material must be secured when not in use and ~~are~~ the responsibility of the Contractor.

5.13 Add the following sentences...

Only products noted in the contract specifications are acceptable for use. Request for substitution must be submitted ~~as~~ specified in the contract documents at no additional cost to the project.

5.16 Add the following sentences...

Contractor shall not shutdown any service or utility without prior coordination and notification. Written approval by the proper school operations and maintenance personnel is required. Written notification shall be a minimum of **48** hours in advance.

All utilities are to be connected by a qualified and licensed professional (i.e.: electrician, plumber, HVAC mechanic.) The contractor is to furnish and maintain temporary electric power including GFCI protection, telephone, and water for the completion of the work and ~~for~~ their office trailers including the payment of all monthly usage charges for the duration of the contract.

5.17 Add the following sentences...

The Contractor will be fully responsible for all, layout & surveying of his work. The contractor shall maintain and protect all monuments and control points and shall re-establish those that are lost.

5.18.1 Add the following sentences...

At no time will any exterior site access be left unsecured, temporarily barricaded and/or unguarded. It is the requirement of the contractor to protect their own work.

All Contractor personnel are to possess valid photo identification cards at all times. The contractor will issue these photo identification cards to all personnel.

All Contractor personnel must sign in and out daily. A copy of this daily sign in sheet will be given to the Authority.

The contractor shall include any cost for permits that may be required for street closing, sidewalk closing, and any enforcement requirements for their work (i.e.: Police).

Contractor may be required to supply a full time watchman for the duration of the work when pipe scaffolding and/or bridging required to complete the work is **left** in place overnight on the exterior of the building. These matters will be coordinated with the Prime GC.

5.19 – Delete in its entirety. Authority Field Offices will be provided by the Prime General Contractor and therefore not required under this contract.

5.22 Add the following sentences...

Contractor shall furnish labor, materials and equipment to furnish erect, move and transport scaffolding needed to **perform** this Contractor's work.

Contractor is NOT required to provide toilet facilities ~~as~~ the Prime General Contractor will be providing Toilet Facilities for use by the Contractor.

5.23 Add the following sentences...

The contractor is responsible **for** providing temporary heat for his/her workers **as** required to perform the scope of work.

The Contractor is responsible for providing electric power with GFCI protection. In the event that the site does not have electric power, it is the Contractor's responsibility to furnish and maintain portable electric sources or temporary connections as may be necessary to **perform** the scope of work required. The contractor is required to provide temporary utility poles, panels, lights and meters **as** required in accordance with all applicable codes and regulations.

5.24 Add the following sentences...

Prior to mobilization the Contractor shall submit to the Authority a site-staging and logistic plan for review and approval. All material and equipment must **be** stored **as** outlined by the plan and to the satisfaction of the Authority, OWNER and in coordination with the Prime GC.

Location of Contractor's waste container is to be at the discretion of the Authority and/or OWNER for each work location. Containers must **be** covered at all times and removed daily, when **full**.

Contractor is responsible for the sidewalks, curbs, streets and other property that may become damaged during their operations. The Contractor shall replace said property to the satisfaction of the Authority, OWNER, and the property owner.

Contractor shall provide a Traffic Plan that meets the requirements of the local municipality where applicable. The contractor must use Gate specified **as** the primary means of egress into the project site by the Prime **GC**.

All trucks and equipment leaving the jobsite will be cleaned and hosed off **as** necessary. The tracking of material and debris onto public streets will not be permitted.

All trucks leaving the jobsite with materials of any kind must **be** covered

The Contractor is responsible for all public street cleanings resulting from material, debris or soil being tracked or dropped outside the project site by their vehicles. Access and **egress** portal for Contractor personnel will be at the discretion of the Authority, Prime GC and **OWNER as** per the pre-submitted and approved site logistic plan.

ADDITIONAL CONDITIONS

5.25.1 Add the following sentences...

Contractor's shall include all cost for permits, licenses, certificates, UL labels, guarantees, test **reports**, coordinating and scheduling inspections, applications and necessary fees pursuant to specifications, codes and any and all Governmental Agency having jurisdiction. Contractor shall also include the **costs** for all overtime, out of sequence and phase work, premium time and shift costs **as** necessary to complete the work and maintain the schedule in coordination with the Prime GC.

5.25.2 Add the following sentences...

The **Work** of this Contractor shall commence upon execution of this contract or notification to proceed. This Contractor must immediately satisfy specific contract requirements, which will otherwise prohibit on-site activities, delay work, and/or prevent payment. These requirements include but **are** not limited to:

- Insurance Compliance (see Article 8 of the General Conditions).
- Submittal Schedule - submittals, cuts & shop drawings (see Specification Section 1300).
- Fabrication and installation schedule (See Specification Section 1310)
- Trade Payment Breakdown Compliance (See Article 13.2 of the General Conditions).
- Site logistics plan/traffic plan.
- Site-specific safety plan.
- Quality management plan.
- Emergency action plan.
- A schedule of values including the following General Conditions breakdown items:
 - Insurance/Bonding
 - Trailers
 - Office Trailer Equipment
 - Utilities
 - Safety Protection
 - Winter Protection
 - Maintenance and cleanup of streets if applicable (Including costs for a mechanical street sweeper)
 - Site Cleanup/Snow Removal By Prime GC
- Cleanup and Dumpsters
- Project Schedule and Monthly Updates
- Shop Drawing Value (5% of the Contract Value)
- Final Cleanup
- Attic Stock
- Equipment Startup
- Testing and Inspection
- As-builds, O&M Manuals and Training
- Progress photos
- Video Tape of Orientation and Training

5.25.3 Add the following sentence...

Contractor shall submit the previous day's Daily Field Report and Daily Sign-Idout Sheets to the Authorities office before 10:00 AM. These sheets ~~are~~ to be standard NJSCC forms and copies of all reports/sign-in sheets are to be maintained on site for the duration of the project by the prime contractor.

ARTICLE 6: SUBCONTRACTORS

No Changes

ARTICLE 7: CHANGES IN THE WORK

7.6 Add the following sentences...

Contractor's bids shall include all escalation costs for the complete execution and duration of this Contract. No subsequent claim of escalation charges will be permitted for work completed.

All after hours and weekend work necessary to meet the project schedule is to be included as part of the lump sum bid. The Contractor's bid shall also include the cost for all overtime, out of sequence and phased work, premium time and shift costs as necessary to maintain the schedule.

ARTICLE 8: INSURANCE AND BONDS

8.2.4.1 Line 9 after the words "...The Client School District" insert "Authority and the Design Consultant"

ARTICLE 9: SUSPENSION OF THE WORK

No Changes

ARTICLE 10: DEFAULT AND TERMINATION

Add the Following:

10.3.8 If the Authority determines that a school project included in the overall contract will not proceed into construction then the contractor will be advised to remove this work ~~from~~ the contract. This determination should be made prior to the Authority issuing a Notice to Proceed with work in the specific school project. The Contractor then will be reimbursed for the cost incurred to date at a maximum of three thousand dollars (\$3,000.00).

ARTICLE 11: ACCEPTANCE AND COMPLETION

No Changes

ARTICLE 12: LIQUIDATED DAMAGES

Liquidated Damages Amounts:

Substantial Completion \$1,500.00/Calendar Day per school

Final Acceptance and Completion \$1,500.00 { CalendarDay per school

ARTICLE 13: PAYMENT

13.2.3 Add the following sentences...

Schedule of Values shall include a detailed itemized breakdown of all General Requirements (including Mobilization Safety and Logistics) and all trades required for the work.

ARTICLE 14: PROTECTION OF PERSONS AND PROPERTY

No Changes

ARTICLE 15: DOCUMENTS AND RECORDS

No Changes

ARTICLE 16 RISK OF LOSS AND INDEMNIFICATION

No Changes

ARTICLE 17: DISPUTE RESOLUTION

No Changes

ARTICLE 18: LEGAL RELATIONS AND MISCELLANEOUS PROVISIONS

No Changes

ARTICLE 19 WARRANTIES

No Changes

SBE UTILIZATION / ATTACHMENT 1 OR 100% STATE FUNDED CONTRACTS

I. UTILIZATION OF ~~SMALL BUSINESS~~ CONTRACTORS/CONSULTANTS.

Failure of the Contractor/Consultant to ~~carry~~ out the requirements set forth in this attachment shall constitute a breach of contract for which the **NJSCC** may terminate the contract or pursue such other remedy as the NJSCC deems appropriate. ~~The Contractor/Consultant~~ shall physically include the provisions set forth in this attachment in all subcontracts.

II. CONTRACTOR'S/CONSULTANT'S OBLIGATION.

The Contractor/Consultant shall take all necessary and reasonable steps to ensure ~~that~~ small businesses enterprises (SBE) as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform ~~contracts~~. The Contractor/Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this Contract.

III. COMPLIANCE.

All certificates, forms and documents required by this attachment are part of the Contract and shall be completed by the Contractor/Consultant. NJSCC will be the sole judge of proper compliance with the ~~requirements set~~ forth herein.

IV. GOALS FOR THIS CONTRACT.

A. Consistent with the set aside goals of **5%** to businesses ~~registered~~ in the category of **gross** revenues that do not exceed \$1 million; and 10% to businesses registered in the category of **having gross revenues exceeding \$1 million consistent** with the **standards** established at 13 **C.F.R.** 121.201; and 10% to businesses in either category, the NJSCC encourages contractors to provide opportunities to **SBE firms** to participate in the performance of **all projects**.

1. Only **SBES** properly certified prior to the date of bid with the New Jersey Commerce and Economic Growth ~~Commission~~ will be considered in determining whether the Contractor/Consultant ~~has met~~ the Contract goals.
2. A database of certified **SBE firms** is available for renew ~~from~~ the New Jersey Commerce and Economic Growth Commission. This database is to be **used** as source of **information** only, and does not relieve the Contractor/Consultant of the responsibility of **seeking** out other SBE's.

V. COUNTING SBE PARTICIPATION.

A. The Contractor/Consultant shall count toward its Small business goals only actual expenditures to **SBEs** which perform a commercially useful ~~function on~~ the School Facilities Package. A **SBE performs** a commercially **useful** function when it is responsible for ~~execution~~ of a distinct element of Work and carries out its responsibility by actually performing, **managing** and supervising the Work involved.

- B. If the Contractor/Consultant is a **certified** as an SBE, the **actual** payments made to that Contractor/Consultant will be **applied** forward **the** applicable **goal**. Payments **made** to the Contractor/Consultant for work performed by non-SBEs will not be applied toward the applicable **goal**.
- C. If the Contractor/Consultant is a joint venture **and** one or **more** of the individuals, partnerships or corporations comprising that joint venture is a **certified** SBE, actual payments made to **the** joint venture of work **performed** by the SBE member will be applied toward the **goal**. Payments made **to** the joint venture **for** work performed by non-SBEs will not be applied toward the applicable **goal**.
- D. In determining whether a **Contractor/Consultant** has satisfied the goals, the award of the subcontract to a business qualifying as a **Small** business, shall be counted toward **only one** of the **goal**.

VI. SUBMISSION OF CONTRACTOR'S/CONSULTANT'S SBE PLAN.

- A. The Contractor/Consultant who is **named** the apparent successful bidder shall submit to the NJSCC **for** approval, no later than **3** State business **days** **after** the date of receipt of the Notice of Award, the following:
 - 1. SBE Form **A** - Schedule of Participation. The **Contractor** shall list all **SBEs** which will participate in the **contract** including scope of work, **actual** dollar amount and percent of **total** Contract to be performed; or
 - 2. SBE Form **B** - Schedule of Participation. The Consultant shall list all **SBEs** which **will** participate in the contract including **scope** of **work**, actual dollar amount and percent **of** total Contract to be performed; and
 - 3. **SBE** Form **C** - Affidavit of **SBE** status which is a statement **under** oath by the **SBE** that the **firm** is properly **certified** as an SBE; and
 - 4. **Request** for Exemption - In the event the Contractor/Consultant is unable to **meet** the specified **goals**, Contractor/Consultant must submit a written request for an **exemption from the goals**. **This request shall address items 1 through 4 in Article VII of this attachment**; and
 - 5. The name of the Contractor's/Consultant's SBE **liaison** officer who shall be the person within the Contractor's/Consultant's **organization** primarily responsible for implementing the Contractor's/Consultant's SBE program.
 - 6. Additional Information - The NJSCC in its sole discretion may request additional information **from the** Contractor/Consultant prior to award of **the** contract in order to evaluate that Contractor's/Consultant's **compliance** with the **SBE** requirements of the bid proposal. Such information must be provided within the time limits established by the Authority.

VII. REASONABLE OUTREACH EFFORTS.

- A. A Contractor/Consultant which fails to meet the **goals** for small businesses shall document the reasonable outreach **efforts** it **has made** to meet the **goals**. Reasonable outreach efforts shall include but not be **limited**:
1. Attendance a pre-bid meeting, if any, scheduled by the NJSCC to inform potential bidders **and SBEs** of subcontracting opportunities under a given solicitation; and
 2. Solicitations of **SBEs as** subcontractors for the School Facilities Package, including advertisements in general circulation media, trade association publications, and small business **focus** media. Such solicitations shall be **made** at a sufficient length of time before the date ~~set~~ for receipt of bids **to** permit a **meaningful** response from **SBEs**. The Contractor/Consultant shall **maintain records** regarding **each SBE's contacted** as a potential subcontractor and the **reasons** why that business was not **used** by the Contractor/Consultant; and
 3. **Efforts** made to identify work categories capable of being performed by **SBEs**; and
 4. **Efforts made** to use the **services** of available **community organizations, contractor/consultant groups, and** local, State **and** Federal agencies that provide assistance in the recruitment and placement of **SBE's**.

VIII. CONSENT BY NJSCC TO SUBLETTING.

- A. The NJSCC will not approve any subcontract proposed by the **Contractor/Consultant** **unless** and **until** said Contractor/Consultant **has** complied with **the** terms of this Attachment.
- B. The Contractor/Consultant **shall** provide the **NJSCC** with a **listing** of firms, organizations or **enterprises** to be used **as** subcontractors on the School Facilities Package. Such listing shall clearly delineate which firms **are** classified as **SBEs**.
- C. Notification of a subcontractor's **termination** shall be sent by the Contractor/Consultant to **the** NJSCC. The notice **shall** include the subcontractor's classification and reason for termination.

IX. RESPONSIBILITY AFTER CONTRACT AWARD.

- A. The Contractor/Consultant shall **advise** the NJSCC of any **change** regarding **the** work to be performed by a **SBE** whose **name** was **submitted on** the **SBE Form A or Form B** for the purpose of **meeting** the Contract **goals**.

- B. If a SBE which was to be used by the Contractor/Consultant to meet one of the goals does not performed the work, the **Contractor/Consultant** shall attempt to replace that Small business with another **Small** business. If the Contractor/Consultant fails to replace the **business** with a Small **business**, it **shall** document to the NJSCC the **reasons** for such failure and the NJSCC may review the Contractor's/Consultant's subcontracting **practices** to determine if it is engaging in unlawful discrimination.

X. DOCUMENTATION.

- A. The NJSCC may at any time **require such** information as it deems necessary to **ascertain** the compliance of any Contractor/Consultant with the terms of these provisions.

B. **Records and Reports.**

The Contractor/Consultant **shall keep such records as are** necessary to determine compliance with its SBE obligations. The records **kept by the Contractor/Consultant** must contain information which demonstrates;

1. The **names** of **SBE** contacted for **Work** on the Contract.
2. The type of Work to be done or services to be **performed** by all subcontractors on the Contract,
3. The actual dollar amount of Work awarded **to SBEs**.
4. **The progress and efforts being made in seeking out and utilizing SBEs. This** would include solicitations, **quotes**, and bids regarding work items, supplies, and leases.
5. Documentation of all correspondence, **contacts, and telephone calls**, used **obtain the services** of **SBEs** on the Contract.

- C. **As required by the NJSCC**, the **Contractor/Consultant shall submit** reports pertaining to contracts and **business** transactions with **SBEs**.

- D. All **such** records shall be maintained for a **period** of three years following final payment and shall be available for inspection by the NJSCC.

XI. SANCTIONS.

Failure of a Contractor/Consultant to **comply with these provisions** may result in bid rejection, reduced classification, suspension, **debarment** or the institution of other appropriate actions by the NJSCC.

NEW JERSEY SCHOOLS CONSTRUCTION CORPORATION
SBE FORM A - SCHEDULE OF SBE PARTICIPATION FOR CONTRACTORS
NJSCO Procurement Project Officer

CONTRACTNO: _____

School District _____

CONTRACTAMOUNT: \$ _____

Municipality _____

Name of SBE Contractor	Category (see below)	Address, Telephone Number & Contact Person	Type of Work Performed (Electrical, Mechanical, Structural, etc.)	Subcontract Amount	Projected Start/End Dates	% of Total Contract
				\$		
				\$		
				\$		
TOTALS				\$		

 CONTRACTOR - PRINTNAME

 PREPARED BY (PRINT)

 PRIME'S SBE LIAISON PRINT NAME

 CONTRACTOR - ADDRESS

 SIGNATURE & TITLE

 TELEPHONE (Include Area Code)

NOTE: A minimum of 25% (5% to Category 4, 10% to Category 5, and the remaining 10% to be allocated among Category 4 and/or 5) of the Contract Amount shall be Set-Aside for SBEs that fall within the following categories:

NJ STATE GOALS:

Category 4: Contract Award to SBE's with less than \$1 MM in Gross Revenue.

Category 5: Contract Award to SBE's with Gross Revenue exceeding \$1 MM consistent with standards established at 13 CFR 121.201

SCC Form A (revised 11/21/03)

SBE FORM C - CONFIRMATION STATEMENT OF SBE STATUS

CONTRACT # _____ PRIME FEDERAL ID #: _____

I, _____ OF THE CITY OF _____
AND THE STATE OF _____, CERTIFY THAT
I AM THE _____ OF THE **FIRM OF** _____
HAVING AN ADDRESS OF _____
WHICH FIRM IS CERTIFIED AS A SBE BY **THE** NEW JERSEY COMMERCE AND ECONOMIC
GROWTH COMMISSION.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE **SAID FIRM TO MAKE THIS**
CERTIFICATION AND WILL PROVIDE **THE** INFORMATION REQUESTED BY THE **NEW JERSEY**
SCHOOLS CONSTRUCTION CORPORATION TO **DOCUMENT** THE FACT THAT **THE SAID** FIRM
IS A BONA **FIDE** SBE.

I FURTHER STATE THAT I AM AWARE MY FIRM **HAS** BEEN IDENTIFIED AS A **SUB-**
CONTRACTOR, SUB-CONSULTANT, OR GOODS AND SERVICES PROVIDER ON THE **ABOVE** CONTRACT
TO MEET THE NJSCC'S SBE GOALS.

SPECIFICALLY, MY SUBCONTRACT AMOUNT IS :\$ _____

I HAVE ATTACHED A COPY OF MY SBE REGISTRATION FROM THE NJ COMMERCE AND ECONOMIC
GROWTH COMMISSION.

Corp. Seal

Signature

Date

NOTE This Form C is to be completed by **ALL** Sub-Contractors, **Sub-Consultants**, or Goods and **Services** Providers
engaged and certified as an SBE in **this** Contract Bid/Proposal.

SCC Form C (revised 11/21/03)

PREVAILING WAGE RATES

In accordance with the New Jersey State Prevailing Wage Act, the NJSCC has obtained the Prevailing Wage Rate Determination **from** the New Jersey Department of Labor in effect for **this** project at the time of bid.

As there may be a delay between the time of bid and the time of contract award, it is **the successful** bidder's responsibility to confirm with the New **Jersey** Department of Labor the prevailing wage rates in effect at the time of contract award **to** ensure compliance with the Prevailing Wage Act. The NJSCC bears no responsibility for changes in wage rates.

CODE OF ETHICS FOR VENDORS

1. No vendor' shall employ any Corporation officer or employee in the **business** of the vendor or professional activity in which **the** vendor is involved with the Corporation **officer** or employee.
2. No vendor shall offer or provide any **interest**, financial or ~~otherwise~~, ~~direct~~ or indirect, in the business of **the** vendor or **professional** activity in which the vendor is involved ~~with the~~ Department officer or employee.
3. No **vendor shall** cause or influence, or attempt to cause or influence any Corporation employee or officer in his or her official capacity in any m e r which might tend to ~~impair~~ the objectivity or independence of judgment of that Corporation **officer** or employee.
4. No vendor ~~shall~~ cause or influence, or attempt to ~~cause or~~ influence, any Corporation officer or employee to use or attempt to use **his** or her official position to ~~secure~~ any unwarranted privileges or advantages for that vendor ~~or~~ for any other person.
5. No vendor shall offer any Corporation **officer** or employee any **gift**, favor, ~~service~~ or other thing of value under circumstances from which it **might** be reasonable ~~inferred~~ that such ~~gift, service or other thing~~ of value was given or ~~offered~~ for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, employees or officers of **the** Corporation will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, **tickets** to **entertainment** and/or **sporting** events or any other item which could be construed as having more ~~than~~ **nominal value**.

NOTE: ~~This section~~ would permit an **Corporation** employee or officer to ~~accept~~ food or ~~refreshments~~ of relatively low ~~monetary~~ value provided during the course of a meeting, ~~conference~~ or other occasion where **the** employee is properly in attendance (for example - ~~coffee~~, danish, tea or soda ~~served during~~ a conference break). ~~Acceptance~~ of unsolicited ~~advertising or~~ promotional materials of ~~nominal value~~ (such as inexpensive pens, pencils or ~~calendars~~) would ~~also~~ be permitted.

Any questions as to what is or is not acceptable or what ~~constitutes~~ proper conduct for a **Departmental** employee or officer should be referred to the Corporation's Ethics ~~Liaison~~ Officer or his or her designee.

6. This **code** is intended to augment, not to replace, ~~existing~~ administrative ~~orders~~ and any other Corporation **Code of Ethics**.

* Vendor is defined as any Contractor, subcontractor, ~~consultant~~, person, ~~firm~~, ~~corporation~~ or organization **engaging** in or seeking to do business with Corporation.

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including but not limited to, General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 RELATED SECTIONS/ DOCUMENTS

- A. Section 01020 Allowances
- B. Section 01030 Alternates
- C. Section 01380 Photographs

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Package Data

- 1. Owner: New Jersey Economic Development Authority (Authority)
36 W. State Street
Trenton, NJ 08625
- 2. District: East Orange
- 3. Contract #: ES-0029-E01
- 4. Contract Name: Cabling, Telephone System, Network Electronics and Servers
- 5. Package#

- B. The following is a general description of the School Facilities projects contained in this School Facilities Package.

- 1. Project #1 Mildred B. Garvin MicroSociety ES

Provide cabling, telephone system, network electronics and servers for this building and all related items as specified herein.
- 2. Project #2 Langston Hughes ES

Provide network electronics and servers for this building and all related items as specified herein.
- 3. Project #3 ES #5

Provide network electronics and servers for this building and all related items as specified herein.

SECTION 01010 - SUMMARY OF WORK

C. Contract Documents, dated December 9, 2004 were prepared for the Project by:

Thomas Associates
Princeton Forrestal Village
103 Main Street
Princeton, New Jersey 07208

1.4 ALLOWANCES

<u>Allowances</u>	<u>Amount</u>
1. Cabling (Mildred B. Garvin MicroSociety ES only)	\$12,600

1.5 ALTERNATES

- Alternates
1. Additional Network Electronics – Alternate T1
 2. Additional Network Servers – Alternate T2

1.6 WORK SEQUENCE

A. The **Work** will be done in one phase on a **per** project basis.

1.7 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall have **use** of the premises **for** construction operations, including use **of** the site as limited by phased areas indicated on documents.
- B. Use **of** the Site: Confine operations to areas within phasing and contract limits indicated. Do not disturb portions of the site beyond the areas in which the **Work is** indicated.
1. Driveways and Entrances: Keep driveway and entrance serving the Project clear and available to the school, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.8 OCCUPANCY REQUIREMENTS

A. Occupancy: The school may be occupied during the construction **period**. Cooperate with the Client School District staff during construction operations to minimize conflicts with their usage. Perform the Work **so** as not to interfere with the school's daily routine.

1.9 PHOTOGRAPHS

- A. The Contractor shall take as many digital photographs of the overall **project** as necessary to record existing conditions within **48** hours after issuance of a Notice to **Proceed**.
- B. The Contractor shall take a minimum of **12 digital** photographs on the 15th of each month. These photographs shall be submitted with the monthly pay applications.

SECTION 01010 - SUMMARY OF WORK

- C. The Contractor shall take a minimum of **24** digital photographs upon Substantial Completion of his Contract.
- D. The Project Management Firm shall be furnished with 2 prints and electronic file taken from each of the above required photographs.

PART 2 – PRODUCTS(Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01010